NOTE

There have been many inquiries on the Section B clause "Fixed Rates for Services - Indefinite Delivery/Indefinite Quantity Contract". Specifically " the Government shall pay the Contractor for the life of a delivery order at the rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period".

The Section B clause "Fixed Rates for Services - Indefinite Delivery/Indefinite Quantity Contract" has been deleted. It has been replaced by ""Fixed Rates for Services - Time and Materials or Labor Hour Contract" in Amendment 4.

Table of Contents, Section I on page 5 of 8: Section I page numbering is incorrect starting with I.19 (Clauses Incorporated by Reference) – for your information.

The page numbering has been corrected.

G.5 (Payments – Fixed-Rate Services Contract EPAAR 1552.232-73 Oct 2000) appears to be listed twice, again in G.6. Is this intentional?

The duplicate clause was removed in the RFP.

G.12 (Government Property EPAR 1552.245-73 Jun 2003 Deviation) on page G-14 is not listed in PR-R5-07-10098 (SB set-aside). Would EPA please explain this inconsistency?

Both RFPs now contain identical Government Property (EPAAR 1552.245-73) (OCT 2000) Deviation (JUN 2003) clauses.

Attachment J.2 (Statement of Work), Exhibit B (Personnel Qualifications), D (Site Safety Officer Qualifications) on page 2-24 lists a requirement for every Site Safety Officer to be a Certified Industrial Hygienist. Would EPA please confirm that it is willing to pay for a CIH to function as Site Safety Officer at every ERRS site?

The requirement for the Site Safety Officer was modified in Attachment 2 and is included in Amendment 1.

Section L.11 (Prohibition of START Contractors from Contract Award) on page L-4: From all indications, there will be significant numbers of competitors for the upcoming ERRS contracts in Region 5. It is difficult to understand why EPA would change its long-standing precedent and well-intentioned exclusion of START contractors from competing for ERRS contracts (and vice versa). This change has a strong appearance of impropriety, blatantly reflecting a bias for a known Region 5 START team subcontractor. With the strong likelihood that Region 5 will receive numerous proposals for the 3 ERRS contracts, it is respectfully requested that EPA remove the exclusions included in Section L.11.

The clause will remain as written.

Section L.16 (Instructions for Preparation of Proposals), Part II (Technical/Business Proposal), Section A (Instructions), on page L-10:

1) Paragraph 4(c): Would EPA allow graphics to contain smaller than 10 point fonts as long as they are clearly readable? This greatly enhances the ability to present material graphically (e.g., organization charts, site drawings, procedural diagrams).

In the examples you have given, less than 10 pts is acceptable if readable. . This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

2) Paragraph 4(c): Does each 11"x17" page count as 1 page?

Yes. Each piece of paper counts as a page. . This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

- 3) Paragraph 4(c): Must 11"x17" foldouts be printed double-sided? *That is your option.*
- 4) Paragraph 4(e): Would EPA please clarify exactly what is included and excluded from the 50-page limit? As specified in Section B, the Technical Proposal contains a Table of Contents, Executive Summary, Reps and Certs, all required Plans and Procedures, all proposal assumptions, Past Performance, Key Personnel (resumes and Letters of Intent), Personnel and Equipment, and Contract Management Ability. It is literally impossible to include everything specified within 50 pages.

 The combination of Contract Management Ability, Response Experience, Response Network,

The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

5) Paragraph 4(e): Is every "page" in the 50-page limit defined as "double-sided" as they are for resumes and the Time Critical Scenario work plan?

Each piece of paper counts as a page whether it is single or double-sided. . This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

Section L.16 (Instructions for Preparation of Proposals), Part II (Technical/Business Proposal), Section B (Technical/Business Proposal Content), on pages L-10 through L-12:

1) Paragraph (2)(a) lists Key Personnel as the Program Manager, Response Manager, and T&D Coordinator. However, Attachment J.2 (Statement of Work), Exhibit A (Key Site Personnel and Responsibilities) on pages 2-19 to 2-22 lists Key Personnel as the Program Manager, Response Manager, T&D Coordinator, Chemist, and Site Safety Officer. Would EPA please clarify which positions are defined as "Key Personnel?"

The key personnel are the Program Manager, Response Manager and T&D Coordinator. . This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

- 2) Paragraph (2)(a) specifies 1-page signed Letters of Intent to be submitted for all key personnel. Would EPA please consider excluding the Letters of Intent from the 50-page limit?

 Letters of Intent are not included in the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.
- 3) Paragraph (3) describes a requirement to demonstrate ability to manage similar contracts; however, there are no evaluation factors or points specified in Section M .3 or M.4 corresponding to this requirement. Would EPA please resolve this inconsistency?

Additions were made to the Section M clauses "Technical Evaluation Criteria" and "Evaluation Factors for Award". This was corrected in Amendment 1.

Section L.17 (Oral Presentation Instructions), Section B (Oral Presentation Constraints), on page L-16: This requires that a representative of each Team Subcontractor be included in the 9-person orals presentation team. This imposes an unduly difficult constraint of an offeror's ability to compose a team of personnel with both technical and oral presentation skills and would likely degrade the quality of oral presentations for EPA evaluation. Therefore, would EPA please consider removing this constraint?

Language was changed to clarify team subcontractors participation is optional in the Section L clause "Oral Presentation Instructions". This was addressed in Amendment 1.

Section L.17 (Oral Presentation Instructions), Section C (Oral Presentation Elements), on pages L-16 and L-17: This specifies a 60-minute oral presentation of the Time Critical Response Scenario. Section D (Instructions) on page L-18 specifies an 8-page written work plan for the Time Critical Response Scenario. Would EPA please clarify how the 8-page written work plan and the 60-minute oral presentation are different? Should the offeror read aloud the written work plan during the oral presentation, or present different or additional information? These requirements appear to be duplicative; therefore, would EPA please consider deleting the requirement for a written work plan in lieu of the oral presentation? The Work Plan should act as an outline for your oral presentation. This was addressed in the Section L clause "Oral Presentation Instructions" and is included in Amendment 1.

Section L.17 (Oral Presentation Instructions), Section D (Time Critical Scenario and Instructions), "Instructions" paragraph on page L-18: This requires submission of an 8-page written Work Plan for the scenario covering all removal actions from mobilization to demobilization, all major tasks, and 10 topics (approaches, organization, schedule, resources, HASP, QAPjP, waste handling, subcontracting, accounting, communication with OSC, assumptions, etc.).

- 1) Do we submit an 8-page written Work Plan in addition to slides for the orals presentation? The Time-Critical Scenario Work Plan is part of your Technical Proposal submission. This was addressed in the Section L clause "Instructions for the Preparation for Proposals" and is included in Amendment 1.
- 2) If so, when do we submit the written work plan (with the oral presentation slides or with the Technical Proposal)?

The Time-Critical Scenario Work Plan is part of your Technical Proposal submission. This was addressed in the Section L clause "Instructions for the Preparation for Proposals" and is included in Amendment 1.

3) If the written work plan is to be submitted with the Technical Proposal, in which volume should it be included?

Label the document as "Time-Critical Scenario Work Plan" and submit as part of your Technical Proposal.

4) It appears to be unduly difficult to include all of the required topics (especially including a HASP and a QAPP) in an 8-page plan. Would EPA please consider reducing some of the requirements or increasing the page limit?

The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This was addressed in the Section L clause "Instructions for the Preparation for Proposals" and is included in Amendment 1.

L.18 (Submission of Contractor Plans) on pages L-18 and L-19 lists Quality Assurance Project Plan (QAPP) as a required plan, and does not mention or describe any requirement for Standard Response/Counter-terrorism Procedures. However, M.5 (Evaluation of Standard Operating Procedures) on page M-8 does not list a QAPP and does list Standard Response/Counter-terrorism Procedures. Would EPA please resolve this inconsistency?

Standard Response/Counter Terrorism Procedures was removed and QAPP was inserted in the Section M clause "Evaluation of Standard Operating Procedures" in Amendment 1 of the SDVOSB solicitation.

Section L.19 (Past Performance Information) on pages L-19 to L-22: This information can require many pages for a multi-company team. Would EPA please consider excluding this requirement from the 50-page limit?

The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

L.23 (Subcontracting Program Plan for Utilization of Small Business and Small Disadvantaged Business Concerns) on page L-22:

(1) Is this requirement typically applicable in a SDVOSB set-aside since the offeror is, by definition, a small disadvantaged business concern?

The requirement was removed from Section I the SDVOSB RFP in Amendment 1.

- (2) If this requirement remains in place, in which proposal volume should this plan be included? The requirement was removed from Section I the SDVOSB RFP in Amendment 1.
- (3) If this requirement remains in place, should it not be listed as a required plan in Section M.5? The requirement was removed from Section I the SDVOSB RFP in Amendment 1.
- (4) This requirement is not included in PR-R5-07-10098 (SB set-aside). Would EPA please explain this inconsistency?

The requirement was removed from Section I the SDVOSB RFP in Amendment 1.

Section M.3 (Evaluation Factors for Award), Factor 2 (Response Capabilities), Subfactor a (Response Experience) on page M-2: This describes content to be evaluated in the written proposal, yet there are no instructions nor mention of an "experience" section in L.16. Is there supposed to be an Experience section in the technical proposal? If so, is it included in the 50-page limit? Would EPA please resolve this inconsistency by revising either Section L.16 or Section M.3?

Response Experience was added to the Section L clause "Instructions for the Preparation of Proposals" and is included in Amendment 1.

Section M.4 (Technical Evaluation Criteria for Award), Part II (Factor and Subfactor Criteria), Factor 1 (Corporate) on page M-3: The first paragraph states that technical/business proposals will be evaluated as acceptable or unacceptable. If so, why does EPA list a rating scale on page M-2 and assign evaluation points to each Evaluation Factor and Subfactor for both the written proposal and oral presentation? Would EPA please resolve this inconsistency and clarify how proposals will be evaluated and scored for award?

This is clarified in the Section L clause "Instructions for the Preparation of Proposals" in Amendment 1.

Exhibit B of Attachment 2 and Attachment 9 state the requirement of a degree in chemistry or chemical engineering for a T&D Coordinator. Will you please consider changing this requirement to "a relevant technical degree" as most other EPA Regions do, because many current ERRS T&D Coordinators do not have chemistry degrees? All of our highly experienced and competent T&D Coordinators would not qualify under this requirement since they have degrees in hazardous materials management, environmental sciences, biology, etc, and have been approved EPA T&D Coordinators in Region 5 and other Regions for years.

A relevant technical degree is not acceptable. However, the qualifications for T&D Coordinator were changed in Attachment 2 and included in Amendment 1.

Will you please allow graphics to contain text using fonts smaller than 10 points, as long as the graphic is clearly readable? (L.17.II.A.4(c))

In graphics, less than 10 pts is acceptable if clearly readable. This is clarified in the Section L clause "Instructions for the Preparation of Proposals" in Amendment 1.

Do 11x17 foldout pages count as 1 page? Does each 11x17 foldout page have to be printed double sided? (L.17.II.A.4(c))

That is your option.

Please clarify what is included in (and excluded from) the 50-page limit specified in L.17.II.A.4(e)? It is doubtful that every requirement in the Technical Proposal, listed in L.17.II.B, could possibly be presented in 50 pages, particularly if items such as commitment letters and past performance information were included within the 50 pages.

The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals" and is included in Amendment 1.

Are you defining each page as double-sided? (L.17.II.A.4(e))

Each piece of paper counts as a page whether it is single or double-sided. This is clarified in the Section L clause "Instructions for the Preparation of Proposals" and is included in Amendment 1.

There is a conflict between Attachment 2 (Exhibit A) and L.17.II.B.2(a) about which positions are considered to be Key Personnel. Are the Chemist and Site Safety Officer positions defined as Key Personnel?

This is clarified in the Section L clause "Instructions for the Preparation of Proposals" and in the Attachments and is included in Amendment 1.

Attachment 2 lists a CIH as a requirement for Site Safety Officers. Typically, a CIH is required for the Program Safety Manager, but not for each Site Safety Officer ensuring safety at each ERRS site. Are you now expecting each SSO to have a CIH, or is Attachment 2 actually describing the Program Health and Safety Manager's requirements?

The requirement for the Site Safety Officer was modified in Attachment 2 and is included in Amendment 1.

Are key personnel Letters of Intent excluded from the 50-page limit? (L.17.II.B.2(a))

This is clarified in the Section L clause "Instructions for the Preparation of Proposals" and in the Attachments and is included in Amendment 1.

L.17.II.A.3 Contract Management Ability – this section is not scored anywhere in Section M. Is this an oversight?

Contract Management Ability has been added to the Section M clauses "Evaluation Factors for Award" and "Technical Evaluation Criteria" in Amendment 1.

Conflicting instructions regarding the Time Critical Response Scenario are very confusing. First, it will be difficult to address all of the requirements listed in L.18.D with any degree of meaningful substance within a 8-page work plan. Second, what do we present during the 60-minute oral presentation listed in L.18.C (do we build our slides around our 8-page work plan, or does the 8 page work plan become the slides?). We can present all of the listed requirements in a 60-minute presentation – why not delete the redundant requirement for a written plan?

The Work Plan is part of your Technical Proposal submission. It should be used as an outline for you oral presentation. This is clarified in the Section L clause "Oral Presentation Instructions" and is part of Amendment 1.

If we are to prepare a written work plan for the Time Critical Response Scenario, where should it be included in the written proposal? When should it be submitted (with the oral presentation slides, or with the technical proposal)? Will you either increase the page limit or reduce the content requirements for the written work plan?

The Work Plan is part of your Technical Proposal submission. This is clarified in the Section L clause "Instructions for the Preparation of Proposals" and in the Attachments and is included in Amendment 1.

There is a new requirement to include a representative from each team subcontractor on the orals presentation team. For teams with several subcontractors, this presents an unreasonable difficulty in assembling a competent orals presentation team, and would seem to offer little benefit to EPA reviewers. Would you please consider deleting this requirement?

It is not mandatory. This was addressed in the Section L clause "Oral Presentation Instructions and is included in Amendment 1.

If an offeror has multiple team subcontractors, presenting the Past Performance Information could take many pages. Is this requirement excluded from the 50-page limit? (L.20)

Past Performance information is not included in the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

M.4.II.Factor 1 on page M-3 says that technical proposals will be evaluated as "acceptable" or "unacceptable." This appears to conflict with the rating scale and evaluation points assigned to each evaluation factor in Section M. Will the technical proposal and oral presentation be evaluated simply on a pass-fail basis, or will they be scored and ranked using the scoring system described in Section M?

This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

The Response Experience evaluation factor (M.3, Factor 2, Subfactor a) does not correlate to any written proposal instruction in Section L. Should you include such a requirement, or delete this evaluation factor?

This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

Why is H.70 (EPA Green Meetings and Conferences EPAAR 1552.223-71) not included in PR-R5-07-10015 (SBVOSB set-aside)?

This requirement was included in Section H for SDVOSB in Amendment 1.

Why is I.18 (Use and Charges, FAR 52.245-9) not included in PR-R5-07-10015 (SBVOSB set-aside)? *This requirement was included in Section I for SDVOSB in Amendment 1.*

Section L 50 page limit – are the cover letter, TOC, exec summary, and reps and certs excluded from the page count?

The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

Is this 50 pages front and back to constitute 100 printed pages total? Does an 11x17 page count as 1 or 2 pages?

Each piece of paper counts as a page whether it is single or double-sided. This is addressed in the Section L clause "Instructions for the Preparation of Proposals" in Amendment 1.

Time Critical Scenario Instructions – what is the page limit on the Work Plan? For the Sample Scenario, it is indicated that only 8 pages are allocated for the contractor response. A QAPP, schedule, HASP and Work Plan are all requirements for the Sample Scenario. Please clarify what will be necessary for the 8 page limitation. Also, does it apply against the overall page limitation?

The Section L clause "Oral Presentation Instructions" has been modified and is included in Amendment 1.

Where are we to include the sample task work plan for the Time Critical Scenario? It is not referenced in Section L but is referenced in Orals and Section M as a written document. Is it also to be addressed in the orals presentation?

The Section L clauses "Oral Presentation Instructions" and "Instructions for the Preparation of Proposals" have been modified and are included in Amendment 1.

Section L.23 – Since this is a SB set aside, is a subcontracting plan required to be submitted with the proposal?

The requirement was removed from Section I in the SDVOSB RFP in Amendment 1.

There seems to be discrepancies between Section L and Section M. Section L.16.II.b, Technical / Business Proposal Contents lists Past Performance, Key Personnel and Contract Management Ability. Section M lists Factor 1 – Corporate, Factor 2 – Response Capabilities, Factor 3 – Technical Ability and Factor 4 Past Performance. While we recognize many of the subfactors in Section M are to be presented during the oral presentations, we are confused on how to organize the proposal. Please clarify if we are to follow L or M.

This is addressed in the Section L clause "Instructions for the Preparation of Proposals" and the Section M clauses "Technical Evaluation Criteria' and "Evaluation Factors for Award" and are included in Amendment 1.

In L. 17. II. B(2) it states the length for the resume is one page double sided. Are we correct in understanding that this means typing on the front and back counts as one page for resumes but in other sections if double sided it counts as two pages?

Each piece of paper counts as a page whether it is single or double-sided. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

T&D Coordinator - Please clarify the qualifications for the T&D Coordinator. We have a person who is an approved T&D Coordinator with another EPA region who has 20+ years of environmental T&D experience and a Masters degree in environmental management and is CHMM. Will you consider revising the proposal to include a comparable degree for T&D coordinator?

A comparable degree is not acceptable. However, the qualifications for T&D Coordinator were changed in Attachment 2 and included in Amendment 1.

You have the requirement for the on-site health and safety officer as requiring a CIH. We have always included a CIH as an important resource but not necessary for the onsite field activities. Please clarify if this certification is necessary for all on-site work.

The requirement for the Site Safety Officer was modified in Attachment 2 and is included in Amendment 1.

The RFP lists a QAPP as part of the Plans and Procedures; however, a QAPP is typically a project specific document. Is this document to be provided as part of the Sample Scenario or is another document required as part of the overall Plans and Procedures?

You are required to submit a generic contract-wide QAPP. Site specific QAPPs are required as needed on a task order basis. Please reference the Section E clause ""Higher-Level Contract Quality Requirements" and the Section H clause "Task Orders".

A procedure for Counter-Terrorism Response was required in Section M but is not referenced in Section L. Please indicate if this is an actual requirement. And, if so, please provide additional information as to what would be required.

Standard Response/Counter Terrorism Procedures was removed and QAPP was inserted in the Section M clause "Evaluation of Standard Operating Procedures" in Amendment 1 of the SDVOSB solicitation.

How will Davis Bacon wages be applied? Will individual rates be applied on a task order basis?

Davis Bacon wages are applied on a task order by task order basis. See the Section H clause "Davis Bacon Act (DBA) and Service Contract Act (SCA) Application by Task Order".

The draft RFP references that START Region V Team Subcontracts can sever their relationship if awarded the ERRS Region V Contract. If our team includes a START subcontractor (not a prime) are they required to sever that relationship or can we just include this as part of the COI investigation prior to contracting any work with the subcontractor?

Reference the Section H clause "Limitation of Future Contracting" in START contracts which requires the prime contractor to flow-down the clause or essentially the same clause to all subcontractors. Unless all ties are severed, the START subcontractor is prohibited from being an ERRS prime or subcontractor.

Section B.2 states that G&A is to be included in the fixed rates.

The detailed tables for Fixed Rates include a line item for G&A ---CLIN 0160, 1160 and 2160 on the tables in section B.3, B.4 and B.5, respectively. How is G&A to be included? (Inside the fixed rates or separately on CLIN 0610, 1160 and 2160.)

The G&A referred to in CLINs 0160, 1106 and 2160 is applicable to the reimbursable items (materials, ODCs and subcontractors) in CLINs 0159, 1159 and 2159.

Will there be only one (1) Response Manager Level required for this contract? **Yes.**

Can a Junior Response Manager position be included in the solicitation? **No.**

Exhibit B – Personnel Qualifications: T&D Coordinator qualifications: "Bachelor of Science degree in Chemistry or Chemical Engineering"

QUESTION: Can the T&D Coordinator qualification include having a Bachelor of Science in any other scientific discipline (ie. B.S.in Biology)?

A Bachelor of Science in any other scientific discipline is not acceptable. However, the qualifications for T&D Coordinator were changed in Attachment 2 and included in Amendment 1.

Section B.1: "The costs for mobilization are included in the fully loaded fixed rate."

QUESTION: Does mean that all labor costs associated with mobilizing a crew to a task order site are not billable to the EPA? There is no hourly labor travel time billable? QUESTION: What about labor costs associated with demobilization?

Mobilization as referred to in Clause B.1, means initial start-up costs. These start-up costs are to be included in the fully loaded rates.

Mobilization/Demobilization for individual task orders are addressed in the Section B clauses

"Labor" and "Equipment".

Section B.7 (Labor) Paragraph 5: "... However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the individual(s) were mobilized from the contractor's primary mobilization point within Region 5. During mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly labor rate for personnel." QUESTION: Does this conflict with B.1 concerning the costs for mobilization? This paragraph states labor costs associated with mobilization (and demobilization) will be reimbursed by the EPA.

Mobilization as referred to in Section B clause "Mobilization", means initial start-up costs. These start-up costs are to be included in the fully loaded rates.

Mobilization/Demobilization for individual task orders are addressed in the Section B clauses "Labor" and "Equipment".

Section B.2: "... The Government shall pay the Contractor for the life of a delivery order at the rates in effect when the delivery order was issued, ..." QUESTION: Just to clarify, this clause is stating that whatever the billing rates are in effect at the time of issuing a delivery order, those billing rates (both labor and equipment) remain in effect for the life of the delivery order, no matter if the delivery order continues for a period of 2 - 3 years. QUESTION: Does this affect third party subcontractors or rental items? It depends on the agreements entered into with subcontractors and rental companies.

Section B.8 (Equipment) Paragraph 7: " ... However, in no event shall the charge for mobilization from outside Region 5 exceed what the charge for mobilization point within Region 5 ..." QUESTION: What about specialized equipment needed that can only be mobilized from outside Region 5?

This will be addressed on a case by case basis when the necessary equipment is not available in Region 5.

Section B.9 (Material/ODC), Paragraph 2: " ... Materials ... disposable protective equipment, decontamination materials ... "

QUESTION: Just to clarify - disposable PPE and decontamination materials are considered as billable to EPA as an ODC.

Yes.

Section B.9 (Material/ODC), Paragraph 3(c): "Notwithstanding the items shown in Attachment 1 ... these items are expected to be included in the contractor's inventory ..."

QUESTION: Are the items referenced in Attachment 1 (Response Equipment) billable to the EPA as a direct cost? Or are these referenced items considered as nonbillable to the EPA?

The items are NOT billable, with the exception of a task order that is "of unusual magnitude or circumstances".

Page L-10 & 11 of 22, Section II.B.2.a; Key Personnel: The offeror shall submit resumes for proposed key personnel as follows: Program Manager, Response Manager and T&D Coordinator The listing indicates one (1) response manager, does EPA want more than one resume for response manager?

There should be a resume for each Response Manager.

·We would like to submit a resume for each proposed RM. Is there a limit on how many resumes which we can provide?

There is no limit.

Pages M-3 to M-7; There is no apparent scoring for the equipment section of the written proposal. Is this intention?

The offeror is required to propose pricing on all items in Section B. It is not scored.

Page L-9. The Reps and Certs (Section k) are defined as part of the technical submittal. Will EPA consider placing them outside of page count?

Page L-10 of 22; Are the Letter, Table of Contents and executive summary within the 50 page count? The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

Page L-11 of 22; resumes are defined as "1 page in length (double sided)", making two typed pages. The technical proposal is limited to 50 pages. Is the technical proposal limited to 50 typed pages or 50 pages front and back (100 typed pages?)

Each piece of paper counts as a page whether it is single or double-sided. . This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

Page L-15&16. 'Oral Presentation Constraints' requires all team subs to be represented at the oral presentation and requires that only the Program manager and proposed key personnel act as presenters. Section L.18 A (page L-14-15) states that oral presentation participants are limited to those who are presenters. This requires team subs to be represented by proposed key personnel and be active as a presenter, and prohibits the use of nonparticipating managers, sales and marketing staff to represent team subs. Is this correct?

Language was changed to clarify team subcontractors participation is optional in the Section L clause "Oral Presentation Instructions". This was addressed in Amendment 1.

Page L-17 of 22; Instructions for the scenario. "Provide a concise (8 pages or less front/back) written work plan".

Are these 8 pages included or separate from the 50 pages allowed in the bidder's technical proposal? The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

The Work Plan should act as an outline for your oral presentation. This was addressed in the Section L clause "Oral Presentation Instructions" and is included in Amendment 1.

Page L-17 of 22; Instructions for the scenario refers to preparation of a concise work plan (8 pages or less front/back).

Please clarify how you count front/back pages. For example, is this 8 page consist of 8 double sided sheets of paper (16 pages of writing) or is it limited to 4 sheets of paper double sided? Can these pages please be excluded from the 50 page count for the technical submittal?

The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

Each piece of paper counts as a page whether it is single or double-sided. . This is addressed in the Section L clause "Instructions for the Preparation of Proposals and is included in Amendment 1.

The Work Plan should act as an outline for your oral presentation. This was addressed in the Section L clause "Oral Presentation Instructions" and is included in Amendment 1.

Page B-19 of 25; Labor; "For pricing purposes, it is estimated that approximately 25% of the work will be

subject to the Davis Bacon Act."

Is the EPA requesting that we propose a single/blended rate that will be applicable to both DBA and SCA billing rates?

Reference Section B clause "Labor". DBA wage determinations will be provided if it is determined DBA work is applicable to the task order.

Page B-3 of 25 Fixed Rates; b. Equipment; CLIN 0100, 1100 & 2100 – Truck ATV Can EPA provide a description or an equivalent make and model for this item?

The description was changed to "Truck, Utility - 4 Wheel Drive" (e.g. Honda "Big Red", Kawasaki "Mule". This was changed in Amendment 2.

Page B-3 of 25; Fixed Rates; b. Equipment; CLIN 0103, 0104, 1103, 1104, 2103 & 2104 Truck-Articulating Dump: For simplicity, can the bidders assume the operating weight for articulating trucks refer to the machines empty weight as opposed to the gross machine weight (GMW)?

The weight refers to the capacity the vehicle can haul (i.e. CLIN 0103 can haul nearly 30,000 lbs, CLIN 0104 can haul nearly 40,000 lbs.)

Page L-17 of 22; Is the QAPP referenced as part of the Time Critical Scenario the QAPP referenced in the Binder of Plans and Procedures?

For the Time Critical Scenario, give the overall approach to a QAPP. This was clarified in the Section L clause "Oral Presentation Instructions" and is included in Amendment 1.

Page L-17 of 22; Is the Time Critical scenario HASP to be added as an addendum outside the page count?

For the Time Critical Scenario, give the overall approach to a HASP. This was clarified in the Section L clause "Oral Presentation Instructions" and is included in Amendment 1.

Page H-42 of 46 Paragraph H.65; Required Subcontracting of Transportation and Disposal of Oil and Hazardous Substances. Prime contractors are prohibited from carrying out T&D at facilities that are owned by the prime contractor to eliminate conflicts of interest during procurement.

Are team subcontractors, who run projects on behalf of a prime, prohibited from subcontracting T&D to themselves?

Yes

Are primes prohibited from subcontracting team subs for T&D?

Yes

Section B.8 Para. 3 requires the price for equipment in the schedule to be inclusive of fuel cost. With the volatility of fuel prices, differing consumption rates for the same equipment for differing tasks, and the length of the contract lasting 7 years, would it be in the government's best interest to consider fuel cost as a material / other direct cost? This would allow the contractor to bill for actual fuel used versus estimating consumption rates and fuel prices over the next 7 years.

The Section B clause will be modified in Amendment 2. Fuel will be billed as an ODC.

In the original RFP, Section B.2 "... "The Government shall pay the Contractor for the life of a delivery order at the rates in effect when the delivery order was issued, ..."

QUESTION: Just to clarify, this clause is stating that whatever the billing rates are in effect at the time of issuing a delivery order, those billing rates (both labor and equipment) remain in effect for the life of the delivery order, no matter if the delivery order continues for a period of 2-3 years.

Yes.

QUESTION: Do the SCA and/or DBA Wage Determinations in effect at the time of issuing a delivery order remain the same for the life of the delivery order?

Yes.

In the original RFP, L.16.I.B Plans and Procedures asks for a separate Quality Management Plan and a separate QAPP; However, in Section E.2.H Pre-award Documentation, a "Joint Quality Management Plan/Quality Assurance Project Plan for the contract" is checked at the box.

QUESTION: Please clarify if the QMP and QAPP are separate documents to be submitted, or is a "joint" QMP/QAPP single document to be submitted?

Two (2) separate documents should be submitted. This is addressed in the Section E Clause "Higher-Level Contract Quality Requirement" in Amendment 3.

In the original RFP, Section B.7.4(a) QUESTION: Section B.7.4(a): Does the contractor propose its labor rates for Fixed Labor Rates in Clauses B.3, B.4 and B.5 to include both SCA and DBA work, with the only direction provided that EPA estimates a 75% (SCA) - 25% (DBA) split of work?

Reference Section B clause "Labor". DBA wage determinations will be provided if it is determined DBA work is applicable to the task order.

Is it EPA's intent to have one fixed labor rate cover both SCA and DBA work? **No.**

In Amendment 1, SF30-Section 11 The box is checked that receipt of offers is not extended, yet the body of the amendment states the proposal submission date for PR-R5-07-10015 has been changed for 26 October 2007 to 29 October 2007. Please clarify the due date.

Since PR-R5-07-10015 was posted at a later date than the SB RFP (PR-R5-07-10098), the proposals for PR-R5-07-10015 are due on 29 October 2007. This was included in Amendment 2.

In Amendment 1, Page 9 of 40 QUESTION: Please clarify if the "Plans and Procedures" are in a separate volume or included in the "Technical/Business Proposal" volume. Page 9 of 40 of Amendment 1 states in "B. Plans and Procedures" - The following should be included under separate tabs in a binder titled "Plans and Procedures".

Page 10 of 40 of Amendment 1 states in B. "Technical/Business Proposal Content "The technical/business proposal shall consist of:......"2) The required Plans and Procedures;"

Please put "Plans and Procedures" in a separate binder.

In Amendment 1, Sec. B, Para 7 The last sentence of (b) says there shall not be any additional profit. What is the intent?

Only the direct hourly wage is adjusted for over-time.

In Amendment 1,, Sec. L, III, A, para (6), pg 13 It states that all dollar amounts are to be rounded, then it also states "... all loaded labor rates. to nearest penny." Please clarify.

All equipment should be rounded to the nearest dollar. All personnel should be rounded to the nearest penny. The is addressed in the Section L clause "Instructions for the Preparation of Proposals" in Amendment 3.

In Amendment 1,, Sec. L, III, E, pg 14 Mobilization is included in the program management. Other sections refer to "site" mob/demob, which is an allowable cost. Please clarify program management mobilization will be considered as an allowable or unallowable cost?.

Mobilization to sites is billable at the fixed hourly rates for personnel and equipment.

In Amendment 1, Sec. L, Orals; para. C Oral Presentation Elements, requires 3 elements:

Technical management

Business Management

Response Network

Section M references Contract Management as an additional element. Should Sec L and Business Management.

This is addressed in Amendment 3.

In Amendment 2, pg 19 and 20 Do the ODC's and subs get profit or just a markup? **Per the Schedule, subs get G&A/Material Handling.**

There is a significant amount of data to gather, assemble and provide. We kindly ask that the solicitation response date be extended to November 12, 2007. Thank you.

There is no extension anticipated at this time.

Section B.1 states the cost for mobilization are to be included in the fully loaded fixed rate. There is a conflicting statement under section B.7, paragraph 5 which indicates that mobilization will be paid. The document titled "Comments Received From The Draft Solicitation and/or RFP" attempts to address this in stating that "mobilization as referred to in Clause B.1, means initial start-up costs".

Question" In the interest of removing any uncertainty, actual mobilization of personnel and equipment to an actual project location will be billable and does not need to be included in the fully loaded fixed rate; correct?

Mobilization to sites is billable at the fixed hourly rates for personnel and equipment.

Section B.2 states fixed rates shall be inclusive of costs for report preparation.

Please confirm if the time required for preparation of reports will be billable. If report preparation time is not billable, then please provide a sample copy of each of the following reports such that contractor may reasonably estimate time requirements for preparation of said reports to be incorporated into the fully burdened rates:

- · Contractor's Final Site Report
- · Year-End Report
- Monthly Contract Status Report
- Monthly Progress Report
- · Site Progress Report
- · Special Report

If the report is site-specific, it is chargeable at the fixed hourly rate for that site. Contract-wide reports are included in the fixed hourly rates.

Please refer to the Section F clause "Reports of Work" for content of reports. Format is at your discretion.

Section B.3 Fixed Rate Schedule – can a copy of this schedule be provided in Microsoft Excel or Word formats?

We cannot provide this.

Section B.3 Fixed Rate Schedule – where contractor does not have personnel classifications as listed, and/or own or operate all of the equipment listed on the rate schedule; should contractor leave blank or alternatively seek a partner subcontractor for pricing of those items?

This is at your discretion.

Section B.3 Fixed Rate Schedule – Where contractor has equipment / personnel that is not listed on the rate schedule; should contractor add those items?

We do not anticipate adding any personnel or equipment at this time.

Section B.3 Fixed Rate Schedule – Where contractor has teamed with another company, should the rates of the other company for associated items be included?

If you are including them as part of your fixed rate, yes.

Section G.5(3) – Where teaming agreements exist and where associated rates have been provided under the Fixed Rate Schedule, will 3-bid selection of subcontractors still apply for those items which contractor does not directly perform but where the contractor team company does perform?

If you have a teaming agreement, you do not need to compete.

Section G.15 (a) – Where teaming agreements exist and where associated rates have been included under the fixed rate schedule, will subcontract levels outlined in this section still apply? **No.**

Section G.15 (a) - Is the intent of this section to apply at the Task Order level or does it apply cumulatively across the entire contract?

It applies to the task order level.

Sections H.15 & H.16 call for the use of rural small business concerns and historically black colleges and universities, respectively. With respect to clause G.5.(3) regarding most advantageous costs, what will be the order of precedence (i.e. is a rural small business concern to be utilized even where costs may be slightly higher than another subcontractor)?

We do not have an order of precedence. That is a business decision.

Section H.34 requires that no substitutions of key personnel be made during the first ninety (90) calendar days of performance with exception for illness, death or termination.

- o Please also include Maternity leave, vacation previously scheduled by employee and family emergencies.
 - We are referring to permanent substitutions.
- o Contractor is engaged in emergency environmental response activities for both private sector and other government agencies. As such, personnel assigned to this contract, if not otherwise specifically engaged on a project for this contract, may be need to be utilized for such response activities and otherwise may be unavailable at a specific point and time. We kindly request a provision associated with this scenario to be added to the text of section H.34.

The clause will remain as written.

What will the subject matter of the oral quiz noted in L.18, C. of the solicitation? General removal and emergency response questions.

Do potential subcontractors need to be presented as members of a teaming agreement or will subcontracts suffice?

It is your decision.

Where required, will contractor personnel and equipment participation in tactical exercises be reimbursable under the contract or are these activities to be factored into contractors burdened labor rates?

Tactical exercises will be issued as a separate task order and will be considered a site.

What was the annual spend for the Small Business Set Aside ERRS contract for each of the previous 3 years? Please do not combine the SDVOSB information in this response as we are specifically looking for the Small Business contract data.

Total value of the SB set-aside was \$5,000,000 for five (5) years.

Attachment 2, page 2-18 under B. Level 2 – EPA Background Criteria for Sensitive Sites states "no misdemeanor conviction in the last five (5) years. Will this exclude traffic offenses? Refer to Attachment 2, page 2-18 under B. Level 2 vi.

Section L.24 states that Offers shall not include escalation for direct labor and fringe costs for the option years; rather the actual increase or decrease in applicable wages and fringe benefits. For purposes of providing costs for option years, there is not a practical method for the offer to determine what those 'actual' costs will be, several years in advance. Would 'estimated' values be acceptable for the option years? Please clarify.

In order to keep things consistent, we are requesting that the labor and fringes remain the same for the option periods as they will be adjusted, as applicable by SCA & DBA, but that does not preclude you from estimating escalation in the other areas that comprise the fixed rate.

Attachment A of Attachment 2, page 2-34, Employment identifies a "red flag" as having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years.

- o Are workforce reduction events considered an "unfavorable circumstance"?
- o Although overall, the unemployment rate is low, over the past 5 years, Michigan has been among the leading states in high unemployment rates. Is there any special consideration given to such economic factors?

There are no preferences for HubZones.

Our billing dept. provided the following questions with regard to Attachment 3, Invoice Preparation Instructions

Who provides the Voucher Number referenced in the instructions (is it a number created by the EPA for each task order)?

The contractor is responsible for creating voucher numbers. See Attachment 4, SF 1034 Instructions, Item (5).

With regard to instructions for standard form 1034, can definitions or further guidance be provided for each type listed (i.e. Cost Reimbursable-provisional payment)?

At this time, no further guidance is available.

When are SF 1034 & SF 1035 to be used, with every invoice for a given task order? This contract will be a fixed rate contract, correct?

The type of contract is IDIQ/T&M. See the Section L clause "Type of Contract".

Attachment 14 to the Draft RFP contains a list of wage determinations for Illinois, Indiana, Michigan, Ohio, Wisconsin plus the nationwide. Should there be wage determinations listed for Minnesota? *It will be included in Amendment 4.*

Clause B.7.7(b) of the RFP states "The overtime loaded hourly fixed labor rate **shall not** be calculated at 1.5 times the fully loaded straight time rate. The overtime rate shall be calculated at 1.5 times the base unloaded wage rate plus any additional costs associated with the increase in wages such as payroll taxes. There **shall not** be any additional amount associated with other indirect cost or profit." Our government

approved indirect cost recovery accounting system applies the full complement of indirect cost rates on all elements of direct labor dollars including overtime premium dollars. This is how we recover allowable indirect cost per the FAR. Is the government directing us not to comply with the very system that has been approved by the government and consistent with applicable FAR requirements? This directive in the RFP seems to be similar to FAR section 52.222-44 which addresses limiting indirect cost recovery on the incremental wage increase as a result of future wage determinations.

The example in the Section B clause "Labor" has changed. This is included in Amendment 4.

Clause B.2 states that the Government shall pay the Contractor for the life of a delivery order at the rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. Is this EPA's intent or will contractors be reimbursed at the rate in effect at the time the work is performed? Does this apply to SCA/DBA labor? Even though we must pay the employee an increased SCA rate, do we still have to bill at the rate that was in effect at the time of the issuance of the T.O.?

The Section B clause "Fixed Rates For Services - Indefinite Delivery/Indefinite Quantity Contract" has been replaced with "Fixed Rates for Services - Time and Materials or Labor Hours Contract" in Amendment 4.

Do the requirements for Reps and Certs, Financial Statements, Descriptions of estimating, purchasing and accounting systems apply to prime contractors only or are team subcontractors required to provide this information also?

No. Those are not required per-award. Post-award, a Team Subcontractor Agreement is required. Reference the Section L clause "Instructions for the Preparation of Proposals" Section III D.

Amendment 0001, II, Technical/Business Proposal, A. Instructions, 50-page limit, page 6. (e) Key Personnel Resumes. As listed under the 50 page maximum, Key Personnel Resumes are the only item of Key Personnel, Personnel, and Equipment that is page counted. Does EPA intend for the rest of the section that addresses other proposed personnel, surge, training, staffing, retention, and technical equipment, vehicles, and facilities not to be included in the page count?

Yes

If the entire section is included in the page count, please clarify.

N/A

Amendment 0001, Section M, Factor and Subfactor Criteria, Subfactor C, Personnel, Pages 18 and 19. The evaluation criteria do not cover the equipment element of Section L which requires a list of technical equipment, vehicles, and facilities that the contractor owns or can lease or rent. This seems to be evaluated under Subfactor b, Response Network. Does the EPA want us to describe our equipment in both places even though it is evaluated in Section M under Response Network?

The list of equipment in Section L is part of your technical proposal. There is no need to duplicate it for your oral presentation.

Amendment 0001, Exhibit B, Personnel Qualifications, C. T&D Coordinator, page 29. Did the EPA intend for the 10 years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations to be a substitution for the BS in Chemistry or Chemical Engineering and 3 years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations?

Yes.

Amendment 0001, L.17.II.A(4)(c) (page 6 of 36) states that pages must be numbered consecutively. Amendment 0001, L.17.II.A(4)(d) (page 6 of 36) states that a page may be single or double-sided. How should the front and back sides of a single piece of paper be numbered to comply with

the consecutive numbering requirement (e.g., 1a, 1b, 2a, 2b... or not including any page number on the back side)?

This is at your discretion.

Amendment 0001: L.17 Instruction for the Preparation of Proposals II. A. (e). Are the Letters of Intent from the proposed Key Personnel included in the page count?

The combination of Contract Management Ability, Response Experience, Response Network, Time Critical Scenario Work Plan, and Key Personnel Resumes comprise the 50 page limit. Letters of Intent are not included.

Amendment 0001: L.17 Instruction for the Preparation of Proposals II. B. (4). Is the government expecting only three (resumes) for the Key Personnel or can more than one resume for each position be presented? *There is no limit on the number of resumes for key personnel.*

Amendment 0001: L.18 Oral Presentation Instruction. II.B (9): References Section F "Reports of Work" and requests the Site Specific Work Plan.

Does this mean that the HASP and the QAP are not part of this submittal?

If full plans are required would these be "attachments" to the work plan (with summary within the work plan and not included in the page count?

For the Time Critical Scenario, give the overall approach to a HASP and QAPP. This was clarified in the Section L clause "Oral Presentation Instructions" and was included in Amendment 1.

Amendment 0001: Section II Technical Requirements, Item 2 – Containment and Countermeasures. RFP asks contractor to provide firefighter expertise in landfill, tire fires and gaswells. Does the EPA expect contractor to be on-site within the ER required 6/8 hour on-site, to put gaswells out?

Reference Attachment 2 "Statement of Work", Section I, paragraph G. It is s 4/6/8 hours (metro/non-metro/UP MI) for response times. The SOW requires a RM, 2 laborers and equipment to accomplish the work. All remaining equipment and personnel must delivered within 24 hours.

B.7 LABOR 4. (a) States for pricing purposes, it is estimated that approximately 25% of the work will be subject to the Davis Bacon Act. How do we propose pricing at 25% DBA rates if the task order and location of the task order is not known?

Davis Bacon wages are applied on a task order by task order basis. See the Section H clause "Davis Bacon Act (DBA) and Service Contract Act (SCA) Application by Task Order".

- B.8 Equipment. 3. Equipment Rates
 - o Equipment rates set forth in the schedule shall be inclusive of all expenses including operation and maintenance costs, depreciation and any other acquisition costs, repair costs, fuel and profit. With fluctuating fuel prices will contractor be able to bill EPA for additional fuel above the quoted price in the daily equipment rate?
 - The Section B clause was modified in Amendment 2. Fuel will be billed as an ODC.
 - o All equipment will be billed at the daily equipment rate if in use. Question- If equipment is on site and billed at the daily rate, is the contractor able to bill the EPA on weekends for the equipment even if the crew is not working yet equipment is available for work?

 No. Reference the Section B clause "Equipment". "Equipment will be paid at the daily rate only when it is used for its intended purpose".

General Pricing/Unions. If Unions are necessary to perform work associated with a task order, will contractor be reimbursed for the union rates? For instance, if union is required, does the contractor negotiate the rates established by the union and provide a provisional rate to the contracting officer for approval before work begins?

Labor rates in the contract are fixed. Provisional rates will not be accepted. Negotiating union labor rates is at your discretion.

Section M - Evaluation Factors. If the Business/Technical volumes are pass/fail (acceptable/unacceptable), what does the point scoring mean? Is there a "minimum" point score a contractor must have to "pass"?

The written proposal must contain all the elements referenced in the Section L clause "Instructions for the Preparation of Proposals" to be acceptable and invited to oral presentations. There is no minimum point score.

The point scoring is only applicable after the offeror has been invited to oral presentations.

Section M, Subfactor c. says that the offeror will be evaluated on its ability to train and maintain a well-qualified staff, including its ability to meet the basic and advanced radiation training requirements in accordance with Attachment 9 to the solicitation titled "KEY PERSONNEL QUALIFICATIONS." However, Attachment 9 has no reference to the radiation training. Please provide information about the training required.

The reference to advanced radiation training has been deleted in Amendment 4

Please clarify the rounding of dollar amounts for the cost volume. We understand that loaded labor rates are to be to the nearest penny, i.e. \$50.12. When these are totaled against the proposed level of effort, should the result be rounded to the nearest dollar or penny? The equipment is to be rounded to the nearest dollar, i.e. if the cost is \$75.12; we need to round to \$75.00. Correct?

Yes.

How will this be handled with the escalation? If we are to round to the nearest dollar is it possible that we will not receive any escalation on a rate given that we may be rounding down and may be providing to much escalation if we are rounding up. Also, with our G&A applied to the ODCs, would this total be rounded down or up as required? Please clarify.

How you round and escalate is at your discretion.

How will the discount on equipment be evaluated?

We do not evaluate the equipment discount pre-award. Discounts will be evaluated post-award when the task order period or performance is expected to exceed 30 days.

Will the discount be applied to all equipment included in Section B or limited items? **All equipment.**

Please clarify the T&D Coordinator requirements: We understand the following: Are we correct? A BS degree in Chemistry or Chemical Engineering, from an accredited college or university AND a minimum of 3 years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations OR

a minimum of 10 years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations (with no degree required)

You are correct.